

PREAMBLE

This Agreement is entered into this _____ day of September, 2004 by and between The Board of Chosen Freeholders of the County of Somerset, herein after referred to as the "Employer" and the Communication Workers of America, AFL-CIO and County of Somerset 911 Communications Center, hereinafter referred to as the "Union."

This Agreement has as its intent and purpose to assure sound and economic relations between the parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise and to set forth herein agreements between the parties concerning rates of pay, hours of work and other conditions of employment.

The Employer and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled.

ARTICLE I

Effective Date of Agreement

This Agreement shall be in full force and effect from January 1, 2004 through and including December 31, 2006 and shall continue from year to year thereafter unless written notice of desire to modify the Agreement is served by either party upon the other at least 60 days prior to the date of expiration.

Regulatory policies initiated by the Employer during the term of this Agreement directly effecting the Union, which may conflict with the provisions of this Agreement, shall be considered to be modified consistent with the terms of this Agreement.

ARTICLE II

Recognition of the Union

The Employer recognizes the Union as the sole and exclusive representative for the collective negotiations unit which include all full time and regularly employed part-time public safety dispatchers employed by the Somerset County Board of Chosen Freeholders.

The County shall enter into negotiations with the Union on those matters that are mandatorily negotiable. If a dispute arises as to the negotiability of such matters, then the procedures outlined within the grievance procedure of this Agreement shall be utilized to resolve such disputes.

The Employer agrees not to enter into any separate agreements with any bargaining unit member with reference to hours, pay or any other conditions of employment applicable to the bargaining unit.

ARTICLE III

Management Rights

All the powers, rights, prerogatives, duties, responsibilities and authority that the Employer had prior to the signing of this Agreement are retained by the Employer, except those that are specifically modified and only to the extent that they are modified by this Agreement and not contrary to public policy nor any law of the State of New Jersey.

ARTICLE IV

Exclusion from the Bargaining Unit

Managerial executives, confidential employees and supervisors within the meaning of the Public Employee Relations Act, police and employees represented by other bargaining units and all other employees shall be excluded from this bargaining unit.

If the Employer adds new or amended titles to the unit and such titles are clearly not managerial, supervisory or confidential, the Employer agrees that within thirty days, it shall: (1) notify the union in writing; (2) give a copy of any job description for the new or amended title to the Union; (3) advise the Union of the proposed hours or work, pay and other

terms and conditions of employment established for the title; and (4) if requested by the Union, the Employer shall within thirty days after notification to the Union as provided above, schedule a meeting with the Union to review whether or not the new or amended title(s) should be included in the bargaining unit and to negotiate any disputes regarding mandatory topics for negotiations which may exist concerning, among other things, appropriated pay rates.

It is agreed and understood by the parties that "new or amended titles" as provided herein above does not include new hires.

ARTICLE V

Dues Deduction

Upon receipt of a lawfully executed authorization from an employee, the Employer agrees to deduct the regular monthly Union dues of said employee from his/her paycheck. This deduction shall be submitted to a Union official so designated in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. This authorization may be revoked twice per year during the term of this Agreement by providing written notification of revocation to the Employer in January and/or July. Deduction of Union dues made pursuant hereto shall be remitted by the Employer to the Union, c/o Secretary/Treasurer, Communication Workers of America, AFL-CIO, 501 Third Street,

N.W., Washington, D.C. 20001-2797 by the tenth day after the deductions are made or as soon as practicable in the month following the calendar month in which such deductions were made.

The Employer agrees to furnish the local Union on a quarterly basis the names of newly hired employees, their classifications of work, their rates of pay, their dates of hire and the names of terminated employees in the bargaining unit.

Upon receipt of a written authorization from an employee, the Employer shall deduct from the wages due said employees such sum as designated by the employee to CWA, COPE ("Committee on Political Education") and the Employer shall remit the sum so deducted to the Union.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer or the Union under the provisions of this Article.

ARTICLE VI

Probationary Employees

Each newly hired employee or employee transferring into the bargaining unit shall serve a probationary period of at least ninety (90) actual work days up to a maximum of 12 months. The probationary employee may be discharged by the Employer for any reason and the probationary employee shall have no recourse against the Employer for such discharge under the terms of this Agreement.

The Employer may request an extension of the 12 month maximum probationary period with respect to any probationary employee for an additional forty-five (45) days with the approval of the Union, and the Union agrees not to unreasonably withhold approval.

Upon completion of the period described in this Article, seniority shall be counted from the date of hire in the unit. At the end of the probationary period, the employee will, in the sole discretion of the Employer, be moved up to the next grade or discharged if the Employer determines, in its sole discretion, that the employee will not be able to perform the duties of his/her job in a satisfactory manner.

ARTICLE VII

Discipline

The Employer shall administer discipline in a consistent manner that provides for the equal treatment of all employees. No employee shall be disciplined without just cause. In the event that an employee acts in violation of applicable County standards, conduct, rules or regulations, or any local, state, or federal law, a Division Head or Department Head shall take appropriate disciplinary action. When possible, such action shall be accomplished through constructive recommendation or verbal admonishment. However, when an employee does not respond to verbal correction, or verbal correction is, in the opinion of the Division Head or Department Head, not appropriate, it shall

be necessary for the Department Head or Division Head to take a more serious and impressive form of action against the employee. Such action shall take the form of an official written reprimand where possible, suspension without pay where warranted, and termination where necessary. The personnel records of an employee who is terminated as a result of any type of disciplinary action shall indicate that the termination was for cause and not in good standing.

If the Employer imposes discipline (as defined in County policy), written notice containing the nature of the discipline shall be given to the employee and the Union Local President within seven (7) calendar days of the disciplinary action.

The time for filing a disciplinary grievance will not begin to run until the notice of discipline is transmitted to the Union Local President.

Any disciplinary action to be imposed shall be determined within thirty(30) calendar days from the date of the event giving rise to such disciplinary action or the Employer's knowledge thereof, whichever is later.

After an employee has completed his or her probationary period, disciplinary action shall be appealable through the grievance procedure including binding arbitration.

ARTICLE VIII

Grievance Procedure

The parties agree to adhere to the grievance procedures as provided in County policy. That policy is incorporated by reference herein.

As provided in County policy, the time limit specified below shall be complied with unless the parties involved mutually agree to extend them. Failure of an employee to act within the specified time limits shall constitute an abandonment of the grievance. Failure of the Division Head of the 911 Communications Center, the Department Head or the Director of Public Works to act within the specified time limit shall constitute legitimate grounds upon which an employee may proceed to the next step in the grievance procedure.

Steps of the Grievance Procedure

Step 1: The aggrieved employee or employees must present the grievance in writing to the Division Head of the 911 Communications Center through the shop steward within fourteen (14) working days after the aggrieved party knew or reasonably should have known that an event giving rise to the grievance or the reason for the grievance has occurred. The grievance must be submitted in writing, on forms provided by the Union, and shall state the cause of the grievance, the provision of this Agreement violated, and the remedy requested. All grievances must be signed and dated by the aggrieved party. If a satisfactory

settlement is not reached with the Division Head within three (3) working days, the grievance may be appealed to Step 2. Such appeal must be made within five (5) working days of the date on which the grievance is answered, is due or is submitted, whichever date occurs first.

Step 2: At Step 2, the grievance shall be presented in writing to the Director of the Office of Emergency Management. The Division Head's decision shall then be reviewed by the Director of the Office of Emergency Management who shall respond in writing within five (5) working days. If the Director of the Office of Emergency Management fails to respond or if a satisfactory settlement is not reached in that time, the Director of the Office of Emergency Management's decision may be appealed to the Director of Public Works at Step 3. Such appeal must be made within five (5) working days of the date on which the grievance Step 2 answer is due or is submitted, whichever date occurs first.

Step 3: At Step 3, the grievance shall be presented in writing to the Director of Public Works. The Director of Public Works, or the person assigned by the Director, shall call a meeting no later than fourteen (14) days from the receipt of the grievance to review the evidence with the grievant, a representative of the Union and the shop steward. The written decision on the grievance must be made within ten (10) days of the meeting. Such answer shall be considered as satisfactory and

the grievance considered settled unless the Union gives the Employer written notice of its intent to arbitrate within thirty (30) days of the close of the meeting in accordance with the arbitration provisions hereinafter set forth.

Step 4: If no satisfactory settlement has been reached within the time limits, the matter shall be referred to an arbitrator selected as provided herein.

Within ten (10) working days after receipt by the Employer of the Union's notice of intent to arbitrate, the Union shall request the American Arbitration Association to submit a panel of eleven (11) arbitrators from which the Employer and the Union will attempt to mutually select an acceptable arbitrator. Both the Union and the Employer shall have the right to request two (2) additional panels of eleven (11) arbitrators, provided that if the parties are unable to mutually select an arbitrator after the exercise or waiver of these rights, the American Arbitration Association shall appoint an arbitrator as provided for under the rules of the American Arbitration Association then existing.

Only grievances which involve an alleged violation of express provisions of this Agreement and which otherwise are both mandatorily negotiable and also subject to contractual arbitration under the provisions of applicable New Jersey law may be submitted to arbitration. The arbitrator shall have no power to add to, subtract from, or change, modify or amend any of the terms or provisions of this Agreement.

A mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the arbitrator will be final and binding on all parties and the employees involved.

Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to request the movement of any grievance at any step or to terminate any employee grievance at any step shall be final as to the interests of the grievant.

ARTICLE IX

Access to Personnel Records

The parties agree to incorporate by reference herein the County policy regarding personnel records.

As per County policy, Human Resources shall maintain separate personnel and medical records for each employee of the County. Personnel records shall include, but not be limited to, the individual's application for employment, dates of appointment and title changes, salaries, notices, accommodation or disciplinary action and performance appraisals.

Medical records shall include medical documentation, records of leaves of any kind taken or accumulated and worker's compensation claims. Upon request to Human Resources and the scheduling of an appointment, an employee shall be able to inspect and review his/her own personnel and medical records and

have copies made as per the fee schedule in the County personnel policy.

ARTICLE X

Union Rights

The Union shall designate two employees as Union stewards, and one employee as the alternate steward. One of the Union stewards, or in their absence, the alternate steward, shall be given reasonable time off from his/her regular duties to investigate, discuss and attend grievances provided that the designated Union stewards or alternate obtains permission from the Office of Emergency Management Director or his designee. Permission shall not be unreasonably denied. Under no circumstances shall the Union steward or alternate be discriminated against because of their position.

The Union shall provide to the Employer the names of those employees designated as the Union steward and alternate and notify the Employer of any changes to those designations as they occur.

(i) Visitation - The Employer agrees that Union representatives (the steward, alternate or other Union representative) of the unit shall have the right to visit those areas on the premises that are considered common spaces and open to the public during normal business hours.

(ii) Leave - A maximum of 40 hours of paid leave shall be granted during a calendar year for attendance at Union

meetings by the Union steward or alternate. Prior to being granted leave, the steward or alternate must provide his or her immediate supervisor with at least one week notice of any such meeting.

(iii) Bulletin Boards - The Employer shall provide the Union with reasonable access to its bulletin boards located at the work site.

(iv) Labor Management Meetings - The Union and Employer agree to establish a Labor/Management Committee designed to promote a harmonious relationship and resolve problems in an expeditious manner.

The Committee shall be comprised of two (2) rank and file members and a Local staff representative and up to three (3) management representatives. It is the right of the respective parties to select representatives of their own choosing.

Meetings shall commence on a quarterly basis, however, if there is no agenda pending, the parties may mutually waive convening the Committee.

ARTICLE XI

Salaries

The Employer and the Union agree that all employees covered by this Agreement shall remain in the Hay system.

Effective January 1, 2004, all grades 1-10 employees will have their base salary adjusted by \$250, with an additional 4%. All grades above 10 will receive a salary increase of 4%.

Effective January 1, 2005 and again on January 1, 2006, all employees will be eligible to receive salary increases under the County-wide Hay system, provided that those employees shall be guaranteed to receive a salary increase of at least 3%.

ARTICLE XII

Uniform Shoe and Uniform Maintenance Allowance

The Employer shall provide each employee with the necessary set of uniforms. Said uniforms shall consist of 5 long sleeve shirts, 5 short sleeve shirts, 5 pairs of pants, 1 engraved name tag and one sweater.

The employee shall be responsible for the cleaning and maintenance of said uniforms and shall receive for this purpose the sum of \$850 from the Employer. In addition, each employee shall be entitled to an annual shoe allowance of \$120. The combined \$970 shall be paid in two installments of \$485 on or about February 1 and July 1 of each year.

Probationary employees are not entitled to uniforms or a uniform allowance until the probationary period has ended. After

successful completion of the probationary period, the employee shall be sent for a uniform fitting within thirty (30) calendar days. The uniform will be supplied within a reasonable time period after the fitting. Uniform allowances will be paid on a prorated basis after successful completion of the probationary period.

ARTICLE XIII

Health Benefits

The Employer shall provide each employee with the same healthcare insurance benefits which are offered to other County employees.

ARTICLE XIV

Mutual Aid

All employees rendering aid to another community or county shall be covered under all terms and conditions of this Agreement.

ARTICLE XV

Vacations

Vacation entitlement shall be based on the employee's anniversary date of employment as of July 1 of each year and will be adjusted as of January 1 of each year.

Vacation pay shall be based on an employee's forty (40) hours straight time pay period.

YEARS OF SERVICE	HOURS
After completion of year in which hired but less than 5 years on July 1	84
More than 5 years, but less than 10 years	101
More than 10 years, but less than 15 years on July 1	126
More than 15 years, but less than 20 years on July 1	152
More than 20 years, but less than 25 years on July 1	168
More than 25 years on July 1	210

Vacation may be scheduled throughout the calendar year subject to the operational needs of the department. Preference for selection shall be awarded to employees in the order of greatest total employment seniority in the bargaining unit, provided the vacation request is submitted prior to December 1 for vacations falling between January 2 and June 30, and before June 1 for vacations between July 1 and January 1. Any vacation requests received after these dates will be granted on a first come, first serve basis, irrespective of seniority. The Employer will provide an employee with a written approval or disapproval of the employee's vacation request within ten (10) days after receipt of the vacation request, irrespective of whether the request is received prior to the December 1 and June 1 dates referred to above. In scheduling vacation requested after the

allotted dates, requests for vacation in the amount of one week or more will be given priority over requests for vacation of less than one week.

If a shift change occurs for an employee, and vacation time has already been approved prior to the change in shift, the employee's schedule will be adjusted to conform with the approved vacation request.

The parties agree to adhere to and incorporate herein by reference the accumulation and carry over of vacation provision and payment for accumulated vacation provision of County policy.

ARTICLE XVI

Direct Deposit

All new hires hired as of the effective date of this Agreement shall be required to have direct deposit.

ARTICLE XVII

Personal Time

Employees covered by this Agreement shall be entitled to thirty-six (36) hours of paid personal leave of absence in each calendar year. Personal leave days must be used for (a) emergencies, (b) observation of religious or other celebrations, but not holidays as defined herein, or (c) personal business.

Requests for personal leave days shall be submitted to the Division Head. Except in the case of emergencies, an employee shall request personal leave at least two (2) days in advance. In the case of emergencies, an employee shall request personal

leave prior to the employee's scheduled work shift. The Division Head approves requests for personal leave. Approval of a request shall not be unreasonably denied, provided coverage of the employee's shift can be obtained.

Employees shall not be required to state any reason in using personal days of absence.

No personal time shall be taken during the first ninety (90) days of employment.

ARTICLE XVIII

Holidays

All employees shall be granted the equivalent of eight (8) hours pay for each of the following holidays:

New Year's Day	Columbus Day
Martin Luther King's Birthday	General Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving
Good Friday	Friday After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

All employees shall be granted the equivalent of 8 hours pay for holidays regardless of whether they work on those days (paid at the end of the year). An employee who works on the above mentioned holidays will be compensated at that employee's regular rate for that date. Employees who work in excess of 8 hours on any of the above mentioned holidays shall be given the equivalent amount of holiday pay for those hours worked in excess of 8. For example, an employee who works 9 hours on a holiday shall receive

9 hours holiday pay. An employee who works 10 hours on a holiday shall receive 10 hours holiday pay, and so on. Employees not previously scheduled to work the holiday who are called in to work as per the overtime seniority list, shall be paid time and one-half for the hours they work on the holiday. In such situations the equivalent hours in holiday pay shall be paid at regular rates.

For the Communications Center employees, the holiday shall begin at 7:00 a.m. on the day of the actual holiday and end at 7:00 a.m. the following day. Employees working the shifts that begin on the holiday shall receive holiday pay.

ARTICLE XIX

Sick and Extended Sick Leave

Employees who have worked less than one year shall be entitled to paid sick leave earned at the rate of eight (8) hours for each month of employment, or major fraction thereof, in the first calendar year. Thereafter, employees shall be entitled to a total of one hundred twenty (120) hours of sick leave per calendar year.

Sick leave hours may be accumulated and carried over from year to year up to a total of one thousand four hundred and forty (1,440) hours. In the event of more than 1,440 hours of accumulated sick leave, paid sick leave hours shall thereafter be converted to vacation hours at the rate of eight (8) vacation hours for every twenty-four (24) accumulated sick leave hours

(e.g., 24 hours sick leave will be converted to 8 vacation hours).

Upon resignation in good standing or if the employee is terminated through no fault of his/her own after ten years of service, an employee shall be entitled to be compensated in the amount of one-third of the sick leave hours that have been accumulated.

An employee who resigns not in good standing or who is terminated as a result of disciplinary action shall not receive payment for any accumulation of unused sick leave hours, regardless of his/her number of years of service within the County.

A retiring employee shall be entitled to compensation for one-half of the accumulated sick leave hours.

Extended Sick Leave:

If an employee becomes sick or disabled, the employee may be eligible for the extended sick leave program: One-half pay per week for a maximum of twenty-six weeks in any calendar year for a continuing illness or disability. The program becomes effective after the employee has used up all of his/her accumulated sick days.

ARTICLE XX

Bereavement Leave

If required, an employee may be granted excused absence with pay for a death in the immediate family and attendance at the funeral. Immediate family shall be limited to father, mother, father-in-law, mother-in-law, husband, wife, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, or a step or half relation of a similar nature. In the event of a death of other relatives or in-laws, an employee may request a vacation day(s), personal day(s), or a leave without pay. Temporary employees shall not be eligible for bereavement leave.

Employees shall receive 24 hours of bereavement leave up to a maximum of 40 hours per incident for as long as the employees work twelve hour shifts.

ARTICLE XXI

Education Benefits

The parties agree to adhere to and incorporate herein by reference the educational reimbursement provisions of County policy.

ARTICLE XXII

Layoffs and Recall

In the event of a layoff, the Employer shall meet with the Union to discuss the terms and conditions of the layoff. Procedures for layoffs shall be per County policy.

ARTICLE XXIII

Promotions

The Employer may at its sole discretion promote from within the unit.

ARTICLE XXIV

Shift Changes

A temporary shift change shall be defined as any shift change of twenty-eight (28) days or less in duration. A permanent shift change shall be defined as any shift change of more than twenty-eight (28) days in duration.

Temporary shift changes shall occur in inverse order of seniority. Permanent shift changes shall be first offered on a voluntary basis. If no employees volunteer for a permanent shift change, management will assign an employee to a shift per the needs of the operation according to inverse order of seniority.

An employee shall receive at least forty-eight (48) hours notice prior to a temporary shift change. A permanent shift change shall require at least two (2) weeks notice to the employee.

Management may institute a temporary shift change with less than forty-eight (48) hours notice based on either an emergency (for example, snow storms) or to resolve a personal conflict between employees.

ARTICLE XXV

In-Service Training

The County will provide two (2) work related in-service trainings annually. The Union agrees to provide suggestions for work related training.

ARTICLE XXVI

County E-mail and Network Access

The County will provide the employees with access to County e-mail and the County Network.

ARTICLE XXVII

No Discrimination

The Employer and the Union agree that they shall not discriminate against any employee or applicant for work because of race, sex, creed, nationality, political beliefs or membership in the Union. Moreover, the Employer shall not discriminate against the Union in any way.

ARTICLE XXVIII

Shift Differential

Effective August ____, 2004, employees who work the 7:00 p.m. to 7:00 a.m. shift will receive an additional .15 cents per hour.

THIS AGREEMENT is entered into this _____ day of
September, 2004 by and between:

THE COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO

THE SOMERSET COUNTY BOARD
OF CHOSEN FREEHOLDERS

By: _____

Local 1040 President

By: _____

Scott C. Carroll
Attorney for the County

Donald L. Klein
Local 1040 Executive VP

SFNJ1769278v3

AGREEMENT

Between

THE SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

THE COMMUNICATION WORKERS OF AMERICA, AFL-CIO AND COUNTY OF
SOMERSET 911 COMMUNICATIONS CENTER

January 1, 2004 - December 31, 2006

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